

**REMARKS**

Claims 1-, 3-9, 11-13, 15-16 and 19-22 are present for examination.

**Amendments:**

Claims 1, 8, 9, 13, 19 and 20 are amended to specify that a client changes a position of the three-dimensional virtual model of the real item to be advertised within a three dimensional virtual space, as described in the application at page 9, line 10 of the application.

Independent claims 1, 9, 13 and 20 have also been amended to include features previously recited in claim 2, 10 and 14. Claims 2, 10 and 14 are canceled.

No new matter is added.

**Prior Art Rejections:**

Claims 1-4, 6, 9-11, 13-15 and 18-20 were rejected under 35 USC 102(b) as being anticipated by Heckel (U.S. 6,036,601). Claims 5, 12, 21 and 22 were rejected under 35 USC 103(a) as being obvious over Heckel in view of Kusumoto (U.S. 6,954,728). Claims 7, 8 and 16 were rejected as being obvious over Heckel in view of Hunter (U.S. 2002/0156858). Claims 1-4, 9-11, 13-15, 19 and 20 were rejected as being obvious over Heckel in view of Burke (U.S. 5,848,399). The examiner is requested to reconsider the rejections with the following points in mind.

**Claims 1, 9, 13, 20 and their dependent claims**

These claims pertain to a client device that displays a three-dimensional advertising image in a three-dimensional virtual space. The three-dimensional advertising image is a three-dimensional virtual model of a real item to be advertised. The three-dimensional advertisement image is shown at a position in the three-dimensional virtual space that is determined based on the position of an avatar in the virtual space or the direction of movement of the avatar in the virtual space. The client moves the three-dimensional advertisement in the virtual space by moving the three-dimensional virtual model.

These claims are not anticipated by Heckel. The rejection did not address the features of claims 2, 10 or 14, which are now incorporated into their independent claims 1, 9 and 13, as well as claim 20. Those features specify that a three-dimensional advertisement image is shown at a position in the three-dimensional virtual space that is determined based on the position of an avatar in the virtual space or the direction of movement of the avatar in the virtual space. In Heckel, advertisements are shown at predetermined locations in a three-dimensional space where other surfaces of the three-dimensional space would normally be located (col. 5, line 61 – col. 6, line 8). Thus Heckel does not determine the position of a three-dimensional advertising image based on the position of an avatar in the virtual space or the direction of movement of the avatar in the virtual space. Further, independent claims 1, 9, 13 and 20 specify that the client moves the three-dimensional advertisement in the virtual space by moving its three-dimensional virtual model in the virtual space. Heckel does not move three-dimensional models of ads within its virtual space. Rather, it simply maps textures to predetermined locations. Therefore independent claims 1, 9, 13 and 20 are not anticipated by Heckel.

The rejection further asserts that claims 1, 9, 13 and 20 are obvious over Heckel in view of Burke. The features of claim 2 now found in each of these independent claims were not addressed in the obviousness rejection. As discussed above, those features are not found in Heckel. The features are also not found in Burke. Burke describes a virtual store in which a user is presented with images of products on a shelf, and can move the objects using commands (e.g., col. 6, lines 40-49). Burke does not have avatars and does not display a three-dimensional advertisement image at a position in the three-dimensional virtual space that is determined based on the position of an avatar in the virtual space or the direction of movement of the avatar in the virtual space. Rather, Burke uses a predetermined arrangement of objects (e.g., col. 8, line 34 – col. 9, line 7). Therefore neither reference has these features, and one of ordinary skill in the art would not be led to these features by following the cited references.

Claims 1, 9, 13 and 20 and their dependent claims are therefore believed to be allowable.

Claim 21

Further, with respect to claim 21, since each of the advertisement clients stores various data, including space, model, voice and outline data, the server need not send such data to the client with a command to display a 3D ad. Therefore communication traffic with the client does not increase. This feature is not found in Heckel or Burke.

Claims 8 and 19

These claims pertain to a server that interacts with a client as described above.

These claims are not anticipated by Heckel. The claims specify that the server generates a signal specifying that a client is to move the three-dimensional advertisement image within the three-dimensional virtual space by changing a position of the three-dimensional virtual model of the real item to be advertised within the three-dimensional virtual space. This action is not performed by Heckel. As described above, Heckel displays ads at predetermined locations by mapping ads onto predetermined parts of the three-dimensional space. Heckel does not change positions of three-dimensional virtual models of a real item to be advertised within the three-dimensional virtual space.

The rejection also asserted that claim 19 is obvious over Heckel in view of Burke. Burke does not teach the feature missing from Heckel. In Burke, a three-dimensional object is moved in response to user commands received at a client. Burke's server does not generate a signal that tells the client to move a three-dimensional model of the object to be moved. Therefore neither reference has this feature, and one of ordinary skill in the art would not be led to this feature by following the cited references.

Claims 8 and 19 are therefore believed to be allowable.

Conclusion:

Applicant believes that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested. The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to

Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741.

If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

Date 27 February 2007

By Ronald Coslick

FOLEY & LARDNER LLP  
Customer Number: 22428  
Telephone: (310) 975-7965  
Facsimile: (310) 557-8475

Ronald Coslick  
Attorney for Applicant  
Registration No. 36,489